



WENATCHEE CITY COUNCIL
Thursday, November 9, 2017
Wenatchee City Hall
129 South Chelan
Wenatchee, WA 98801

AGENDA

5:15 p.m. Regular Meeting

1. Call to Order, Pledge of Allegiance, and Roll Call.

2. Consent Items:

- Motion to approve agenda, vouchers, and minutes from previous meetings.

Vouchers:

Benefits/deductions in the amount of \$755,919.71 for October 31, 2017

Claim checks #183934 through #183992 in the amount of \$784,978.67 for November 2, 2017

Payroll distribution in the amount of \$8,603.78 for November 3, 2017

Payroll distribution in the amount of \$389,162.06 for November 3, 2017

3. Citizen Requests/Comments.

The "Citizen Comments" period is to provide the opportunity for members of the public to address the Council on items either not on the agenda or not listed as a public hearing. The Mayor will ask if there are any citizens wishing to address the Council. When recognized, please step up to the microphone, give your name and mailing address, and state the matter of your interest. If your interest is an agenda item, the Mayor may suggest that your comments wait until that time. Citizen comments will be limited to three minutes.

4. Presentations.

- Small Business Saturday Proclamation

5. Work Session.

(1) Low Barrier Study – Sandra Van Osten

6. Action Items.

- A. Washington Federal Bank Mural Donation
Presented by David Erickson, Parks, Recreation and Cultural Services Director

Motion for City Council approval of accepting the donation of the Washington Federal Bank mural and incorporating the mural into the Public Art Collection.

- B. Parks and Recreation Refund Policy Update
Presented by David Erickson, Parks, Recreation and Cultural Services Director

Motion to approve Resolution No. 2017-52, updating the parks and recreation refund policy.

- C. CRDTF Lease Update
Presented by Steve Crown, Police Chief

Motion for City Council to approve and authorize the Mayor's signature on the Lease Agreement between the City of Wenatchee and the Columbia River Drug Task Force.

- D. Wenatchee Code Enforcement Board Re-Appointments
Presented by Glen DeVries, Community Development Director

Resolution No. 2017-53, reappointing members to the Wenatchee Code Enforcement Board (Don Files, Adriana Farnsworth, Emilka Furmanczyk).

- E. 2017-2019 Homeless Grant Changes
Presented by Glen DeVries, Community Development Director

Motion for City Council to accept the recommendations as outlined and authorize the Mayor to:

- (1) Enter into a contract with Building Changes to conduct a low-barrier housing feasibility study.*
- (2) Enter into an amended CHG agreement with the Washington State Commerce Department and an amended sub grant agreement with Community Action Council to allow a funding transfer between existing HEN budget line items.*

7. Public Hearings.

The Mayor will call the Public Hearing to order and state the ground rules, the purpose of the hearing, the action that the hearing body may take on the matter, will address the appearance of fairness doctrine, and will state the manner in which the hearing will proceed. Staff will first give a report, followed by testimony of experts and/or the applicant, followed then by public testimony. All speakers must speak into the microphone and clearly state their names and addresses. All comments should be addressed to the hearing body, should be relevant to the application, and should not be of a personal nature. Public testimony may be limited to three minutes, unless further time is granted by the Mayor. If there are a large number of speakers, a representative may be appointed to speak on behalf of the group.

F. Continuation of Public Hearing on Vacation of Right-of-Way along Ohme Garden Road Presented by Gary Owen, City Engineer

Motion for City Council to continue the hearing date to consider the vacation of a portion of city right-of-way along Ohme Garden Road to December 7, 2017.

8. Reports.

- a. Mayor's Report
- b. Reports/New Business of Council Committees

9. Announcements.

10. Adjournment.



DRAFT

**WENATCHEE CITY COUNCIL MEETING
SPECIAL MEETING**

Thursday, November 2, 2017

Wenatchee City Hall
129 South Chelan
Wenatchee, WA 98801

MINUTES

In attendance:

Mayor Frank Kuntz
Councilmember Jim Bailey
Councilmember Lyle Markhart
Councilmember Keith Huffaker
Councilmember Mark Kulaas
Councilmember Linda Herald
Councilmember Mike Poirier

Staff in attendance:

Executive Services Director Allison Williams
City Attorney Steve Smith
City Clerk Tammy Stanger
IS Support Jessie Saucedo
PIO/Deputy Clerk Annagrisel Alvarez
Economic Development Director Steve King
Community Development Director Glen DeVries
Public Works Director Matt Leonard
Environmental Manager Jessica Shaw
Finance Director Brad Posenjak

5:15 p.m. Regular Meeting

1. Call to Order, Pledge of Allegiance, and Roll Call.

Mayor Frank J. Kuntz called the special meeting to order at 5:16 p.m. Councilmember Mark Kulaas led the Pledge of Allegiance. A call to Councilmember Ruth Esparza, who was out of the country, was not successful. She was counted as absent unable to participate in the meeting.

2. Consent Items:

- Motion to approve agenda, vouchers, and minutes from previous meetings.

Motion by Councilmember Mark Kulaas to approve the agenda, vouchers, and minutes from previous meetings. Motion seconded by Councilmember Jim Bailey. Motion carried (6-0).

3. Citizen Requests/Comments. None.

4. Presentations.

- Diabetes Awareness Month Proclamation read by Councilmember Mike Poirier.

5. Action Items.

A. Hearing Examiner Special Services Agreement Update

Community Development Director Glen DeVries presented the staff report. Council asked questions.

Motion by Councilmember Keith Huffaker for City Council to authorize the Mayor to sign an ongoing updated professional services contract with Andrew L. Kottkamp for the City of Wenatchee Hearing Examiner position. Councilmember Linda Herald seconded the motion. Motion carried (6-0).

6. Public Hearings.

The Mayor explained the public hearing process.

B. Interim Control Relating to Subdivision Design Standards

Community Development Director Glen DeVries and Public Works Director Matt Leonard presented the staff report. Council asked questions.

The Mayor asked if anyone from the public wished to speak. There was no one who wished to speak.

The Council made additional comments.

Motion by Councilmember Keith Huffaker to approve Ordinance No. 2017-24, adopting an interim official control relating to subdivision design standards by providing for alternative street design where flexibility would be beneficial yet comply with sound engineering principles. Councilmember Lyle Markhart seconded the motion. Motion carried (6-0).

C. Stormwater Code Revisions for Low Impact Development

Public Works Director Matt Leonard and Environmental Manager Jessica Shaw presented the staff report. Council asked questions.

The Mayor asked if anyone from the public wished to speak. There was no one who wished to speak.

Motion by Councilmember Linda Herald to approve Ordinance No. 2017-22, amending Chapter 12.10 of the Wenatchee City Code related to Construction and Post-Construction Stormwater. Councilmember Lyle Markhart seconded the motion. Motion carried (6-0).

D. 2018 Property Tax Levy

Finance Director Brad Posenjak presented the staff report. Council asked questions.

The Mayor asked if there was anyone from the public who wished to speak. There was no one who wished to speak.

Motion by Councilmember Mark Kulaas to approve Ordinance No. 2017-25, authorizing an increase in the regular property tax levy to be collected in the 2018 tax year. Councilmember Linda Herald seconded the motion. Motion carried (6-0).

Motion by Councilmember Jim Bailey to approve Resolution No. 2017-55, requesting the Chelan County Assessor to collect sufficient funds to address debt service requirements of a voter approved bond levy. Councilmember Lyle Markhart seconded the motion. Motion carried (6-0).

7. 2018 Budget.

- (a) Review revised preliminary 2018 budget.
- (b) Review 2017 preliminary budget amendment.

Finance Director Brad Posenjak reviewed the revised preliminary 2018 budget and 2017 preliminary budget amendments with the Council. These items will be scheduled for adoption on November 16.

8. Reports.

a. Mayor's Report

The Mayor reported that staff submitted the INFRA grant today. Economic Development Director Steve King said they don't expect to hear anything back until at least six months. The Mayor reminded everyone there is another meeting next week and the week after, and they are expected to be longer meetings. He also expects to receive a proposal from the WDA for downtown maintenance for consideration, hopefully by the end of the year.

b. Reports/New Business of Council Committees

Councilmember Lyle Markhart will be attending the IRIS Summit in Chelan next week. The NCWEDD is a sponsor of the event.

Councilmember Jim Bailey will be attending the LINK special board meeting on November 12.

Councilmember Keith Huffaker reported on solid waste and that recycled goods prices are way down.

Councilmember Mark Kulaas reminded everyone of the November 30 dinner with the WDA.

Councilmember Linda Herald reminded everyone about the November 8 parking committee meeting.

9. Announcements.

Executive Services Director Allison Williams announced that the November/December director's meeting will be held at noon on November 30, and lunch will be provided.

10. Adjournment. With no further business the meeting adjourned at 6:34 p.m.

Frank J. Kuntz, Mayor

Attest:

Tammy L. Stanger, City Clerk

PROCLAMATION

Small Business Saturday

November 25, 2017

WHEREAS, the City of Wenatchee, Washington, celebrates our local small businesses and the contributions they make to our local economy and community; according to the United States Small Business Administration, there are currently 28.8 million small businesses in the United States, they represent 99.7 percent of all businesses with employees in the United States, are responsible for 63 percent of net new jobs created over the past 20 years; and

WHEREAS, small businesses employ 48 percent of the employees in the private sector in the United States; and

WHEREAS, on average, 33 percent of consumers' holiday shopping will be done at small, independently-owned retailers and restaurants; and

WHEREAS, 91% of all consumers believe that supporting small, independently-owned restaurants and bars is important; and

WHEREAS, 76% of all consumers plan to go to one or more small businesses as part of their holiday shopping; and

WHEREAS, the City of Wenatchee, Washington, supports our local businesses that create jobs, boost our local economy and preserve our neighborhoods; and

WHEREAS, advocacy groups as well as public and private organizations across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

NOW, THEREFORE, I, Frank J. Kuntz, Mayor of the City of Wenatchee, Washington, do hereby proclaim, November 25, 2017, as:

SMALL BUSINESS SATURDAY

AND urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.



IN WITNESS WHEREOF, I have caused the seal of the City of Wenatchee to be affixed on this 9th day of November, 2017.



FRANK J. KUNTZ, Mayor



MEMO

To: Arts, Recreation and Parks Commission
From: Dave Erickson, Parks, Recreation and Cultural Services Director
Re: Bank Mural
Date: September 20, 2017

ACTION REQUESTED:

Move approval of accepting the donation of the Washington Federal Bank mural and incorporating the sculpture into the Public Art Collection.

BACKGROUND:

Amanda Percy from Washington Federal Bank contacted the City in mid-August about the City acquiring the mural that is being removed from the bank. At a cost of \$38,000-\$48,000 the bank is paying to remove, crate and store the mural in hopes that it may find a new home in the City assuming it survives the removal process. The mural measures approximately 10 feet by 30 feet. At their September 19, 2017 meeting the Arts, Recreation and Parks Commission reviewed the proposal as it related to the art acceptance policy. Following a discussion, they unanimously recommended accepting the mural provided it survived the removal process and a location can be found to install it. As a possible location, staff suggested that it be explored to see if the mural could be incorporated into the renovation of the Federal Building.

The following background information from the Wenatchee Business World about the mural was provided by Ms. Percy.

Seattle-First National Bank opened its North Wenatchee Branch at Wenatchee Avenue and Ninth Street on Dec. 2, 1960. A mural is displayed at the entrance, designed by Wenatchee artist Walter Graham and created using Trevi Tile, a locally manufactured terrazzo product. The mural depicts, with designs of colored rocks, the principle resources and industries of the area: wheat, apples, power, aluminum processing, timber and aviation. Looking at it are, from left, Vern France, manager Wayne Lanphere and Graham. With the opening of the new branch, the old building next door is razed to make room for additional parking. That structure had been the bank's home since 1953.



Right: The mural tiles numbered and being removed.





MEMO

To: Mayor Kuntz and City Council
From: Dave Erickson, Parks, Recreation and Cultural Services Director
Re: Refund Policy Review - Update
Date: October 17, 2017

ACTION REQUESTED:

Move approval of Resolution 2017-52 updating the Parks and Recreation Refund Policy.

BACKGROUND:

In 2009 the Parks, Recreation and Cultural Services Department updated the policy for the distribution of refunds to customers for program registration, community center and facility reservations. Prior to 2009 the policy read: "All fees collected are nonrefundable unless said refund is approved by the director of parks and recreation." In 2009 the City also operated the Community Center which had a different policy concerning refunds. At that time, there were no criteria for how or why refunds were approved or denied. In general, if a customer requested a refund, they received it. In some instances this adversely impacted the ability to provide programs and effectively schedule and staff and facilities.

To help control how refunds are distributed, define expectations for both staff and customers, and more effectively manage programs and facilities, an update of the refund policy was prepared and adopted by Resolution 2009-37. Refund conditions vary for each functional area of departmental operations and so the policy was separated into the following classifications: Recreation and aquatic programs, athletic field rentals, park facility rentals (picnic shelter and stage), Special Event Permits, Swimming Pool Rentals and Community Center. The policy also addresses drop-in versus ongoing programs and includes an "Integrity Clause" to allow the Department Director to "do the right thing" and issue refunds to address unanticipated situations.

A copy of the current refund policy is contained below in the adopting resolution.

Over the last few years staff has noticed an upward trend in refund requests. Refunds generally take a significant amount of staff time to process. The typical process is:

- Registrant requests a refund for a variety of legitimate or non-legitimate reasons by contacting the department. Examples of reasons include: Legitimate – child breaks arm and can't participate in swimming lessons; non-legitimate – A person receives a scholarship and signs up for swimming lessons (the scholarship money goes directly from foundation to the pool) then doesn't show up for lessons and wants a refund of the registration fees refunded to them.
- All refund requests are required to be in writing so staff either sends the refund form to the registrant or directs them to the website where they can download it. Requests are in writing as in the past we have had people call to cancel a reservation that did not belong to them so they could then reserve the shelter for their own function.

- When the refund request form is received, staff verifies that the registration/reservation is real, reviews reason for the request and locates and copies the receipt to ensure that the person actually did pay to register or reserve the facility. They then complete the remaining portion of the form.
- The refund request is then forwarded to the director for review and approval. After his review, he completes additional information on the form for the Finance Department and budget routing. Staff logs the refund request information into the Department Refund Tracking Spreadsheet and sends the original forms to the Finance Department. Depending on how the reservation or registration was made, the reservation or registration is then cancelled by staff.
- The Finance Department reviews the refund requests and then prepares refund checks for the next check run. The checks are reviewed and approved by City Council and once approved, mailed to the customer.
- All refunds are currently charged a \$5 administrative fee unless it is cancelled by the City.

REFUND SUMMARY

YEAR	TOTAL REFUNDS	AMOUNT	DISTRIBUTION
2015	17	\$1,835.70	35% Day Camp
2016	43	\$5,635.50	65% Day Camp
2017*	44	\$4,758.50	73% Day Camp

*** 2017 is through July 31. Other top refund requests are for swimming lessons or shelter reservations.**

A review of Day Camp refunds indicates that the bulk of requestors are registering and paying early for camp to secure their place, then drop out later for a variety of reasons ranging from vacations to that they now just don't want to participate. Along with this refund policy update, we are also currently reviewing registration procedures to perhaps limit the time frame in which people may pre-register.

Staff conducted a review of several other jurisdictions to determine trends in refund policies and has proposed the changes (in ~~strikeout~~/underline) contained in the policy below.

The Arts, Recreation and Parks Commission reviewed the proposed changes at their August 15, 2017 meeting and unanimously recommended approval.

The Finance Committee reviewed the proposed changes at their August 24, 2017 meeting. The proposed changes were also provided to the City Attorney for review.

RESOLUTION NO. ~~2009-37~~ 2017-XX

A RESOLUTION, of the City of Wenatchee formalizing ~~the policy for the refund of parks and recreation fees and charges~~ **updating** ~~the policy for the refund of parks and recreation fees and charges~~ **refund policies**.

WHEREAS, the City of Wenatchee Parks, ~~and Recreation~~ **and Cultural Services** Department provides recreation program services and facilities for residents and visitors of the community; and

WHEREAS, fees are charged to registrants for the opportunity to participate **in programs** or reserve a facility; and

WHEREAS, occasionally participants desire to withdraw from ~~the programs~~ or cancel their reservation and receive a refund of their fees; and

WHEREAS, it is desirable to have ~~in place~~ **an updated** policy to facilitate the provision of refunds **and meet current conditions**.

NOW, THEREFORE, be it resolved by the City Council of the City of Wenatchee as follows:

1.0 **Purpose**

- 1.1 The purpose of this policy is to establish conditions for the distribution of refunds for parks and recreation programs and facility charges.

2.0 **Policy**

2.1 **General Provisions**

The following general provisions apply in all instances:

- 2.1.1 Cancellations by the City of Wenatchee due to misuse of a facility or failure to follow facility policies may result in forfeiture of all fees, expulsion from the facility and denial of future use requests.
- 2.1.2 Refunds are subject to a Processing Fee ~~as established by the City Council in the fee ordinance~~ unless waived by the City of Wenatchee **or the program or facility reservation is cancelled by the City. The Processing Fee shall be equal to 25 percent of the registration or reservation fee rounded to the nearest \$.25.**
- 2.1.3 Refund requests must be reviewed and approved by the ~~Parks and Recreation department~~ **Director** or his/her designee.
- 2.1.4 The ~~Parks and Recreation~~ **department** director or his/her designee shall have the discretion to grant refunds outside of this policy to respond to special circumstances or conditions.
- 2.1.5 ~~Refund requests must be accompanied by~~ **A** completed and signed Request for Refund Form, copy of original receipt and, if applicable, proof of injury or illness;

~~and a copy of registration or reservation form~~ must be submitted for refund processing.

2.1.6 Refund requests for transactions of less than \$10.00 will not be accepted unless cancelled by the City.

2.1.7 Full refunds will be issued for programs or reservations canceled by the City of Wenatchee.

2.2 Recreation Program Refunds

To receive refunds for recreational programs, the following criteria apply:

2.2.1 Seven ~~business~~ calendar days or more to program start: To be eligible for a full refund less the Processing Fee, a written request must be submitted to the Parks, ~~and Recreation~~ and Cultural Services Department a minimum of seven (7) ~~business~~ calendar days prior to the scheduled start of the program, or event.

2.2.2 Six ~~business~~ calendar days or fewer to program start: To be eligible for a partial refund, a written request must be submitted to the Parks, ~~and Recreation~~ and Cultural Services Department. Refunds will be issued for 50% of registration fee and will be given only for extended illness or injury. Proof of extended illness or injury is required. The Processing Fee is also assessed to partial refunds.

2.2.3 After program start: No refunds will be issued after the scheduled start of the program unless proof of extended illness or injury is provided. Refunds granted after the start of the program will be subject to the Processing Fee and issued for a pro-rated portion of the registration fees based on the number programs remaining.

~~2.2.3.1 To be eligible for a pro-rated refund, a written request must be submitted to the Parks and Recreation Department. Refunds will be available only to those who have missed more than fifty percent (50%) of the scheduled programs due to an extended illness or injury. Proof of extended illness or injury is required.~~

~~2.2.3.2 Refunds will be applied for the portion of the program remaining after receipt of the written request.~~

2.2.4 Drop in Programs. Participants in one time “drop in” programs are not eligible for refunds.

2.3 Day Camp Program Refunds

To receive refunds for day camp programs, the following criteria apply:

2.3.1 Thirty (30) calendar days or more to the program start date: To be eligible for a full refund less the Processing Fee, a written request must be submitted to the Parks, Recreation and Cultural Services Department a minimum of thirty (30) calendar days prior to the scheduled start of the day camp program.

- 2.3.2 Less than thirty (30) calendar days before the program start date: No refunds will be issued unless written proof of extended illness or injury is provided from a medical professional. Refunds are subject to the Processing Fee and will be issued for a pro-rated portion of the registration fees based on the number of registered dates remaining.

~~2.3~~ **Athletic Field Refunds**

- ~~2.3.1~~ If the athletic field is unplayable due to weather, renters have until the close of business on the first business day following the reservation to notify the Parks and Recreation Department.
- ~~2.3.2~~ Refunds are subject to the Processing Fee as established by the City Council in the fee ordinance unless waived by the City of Wenatchee.

2.4 Park Facility Rental Refunds

- 2.4.1 Park Facility Rentals are not eligible for refunds due to weather, natural occurring factors or other events such as fire and air quality unless cancelled by the Parks, and Recreation and Cultural Services Department.
- 2.4.2 ~~Twenty~~ **Thirty (30)** days or more prior to reservation: To be eligible for a full refund, a written request must be submitted to the Parks, and Recreation and Cultural Services Department a minimum of thirty (30) calendar days prior to the reservation. **The Processing Fee is also assessed full refunds.**
- 2.4.3 ~~Twenty to seven~~ **Fifteen (15) to twenty-nine (29) calendar** days prior to reservations: Requests submitted during this time period will receive a 50% refund for Reservation Fees. **The Processing Fee is also assessed to partial refunds.**
- 2.4.4 Less than ~~seven~~ **fourteen (14) calendar** days prior to the reservation: Not eligible for refunds.

2.5 Park Special Event Refunds

- 2.5.1 Park Special Event Permit Applications are not eligible for refunds due to weather, natural occurring factors or other events such as fire and air quality unless cancelled by the Parks, and Recreation and Cultural Services Department.
- 2.5.2 Forty-Five days or more prior to reservation: To be eligible for a full refund, a written request must be submitted to the Parks, and Recreation and Cultural Services Department a minimum of forty-five (45) days prior to the reservation. **The Processing Fee is also assessed full refunds.**
- 2.5.3 Forty-four to thirty-one days prior to reservations: Requests submitted during this time period will receive a 50% refund for Permit Fees. **The Processing Fee is also assessed to partial refunds.**

2.5.4 Less than thirty days prior to the reservation: Not eligible for refunds.

~~2.6 Community Center~~

~~2.6.1 Applicants wishing to cancel the Community Center Use Permit and receive a refund must submit a written request as follows:~~

~~2.6.1.1 FULL DAY RENTALS:~~

- ~~A. 31 days or more prior to the reservation. A full refund will be provided, less the Processing Fee.~~
- ~~B. 30 days or less prior to the reservation. Cancellations will result in a cancellation fee charge of fifty (50%) percent of the rental fee.~~
- ~~C. Deposits for cleaning and damage will be refunded in full.~~

~~2.6.1.2 PARTIAL DAY RENTALS:~~

- ~~A. 10 business days or more prior to the reservation. A full refund will be provided, less the Processing Fee.~~
- ~~B. 10 business days or fewer prior to the reservation. A cancellation fee of fifty (50%) percent of the rental fee will be charged.~~
- ~~C. Deposits for cleaning and damage will be refunded in full.~~

~~2.6.2 Damage deposits will be fully reimbursed if cleanup is acceptable, no damage is noted to the facility or equipment, and all policies have been followed.~~

2.6 Swimming Pool Refunds

2.6.1 To receive refunds for swimming lessons, the following criteria apply:

~~2.6.1.1 Seven business days or more to program start~~

- ~~A. To be eligible for a full refund, a written request must be submitted to the Parks and Recreation Department a minimum of seven (7) business days prior to the scheduled start of the program.~~

~~2.6.1.2 Six business days or fewer to program start~~

- ~~A. To be eligible for a refund, a written request must be submitted to the Parks and Recreation Department. Refunds will be issued~~

~~for 50% of registration fee and will be given only for extended illness or injury. Proof of extended illness or injury is required.~~

~~2.6.1.3 After program start~~

- ~~A. To be eligible for a pro-rated refund, a written request must be submitted to the Parks and Recreation Department. Refunds will be available only to those who have missed more than fifty percent (50%) of the scheduled programs due to an extended illness or injury. Proof of extended illness or injury is required.~~
- ~~B. Refunds will be applied for the portion of the program remaining after receipt of the written request.~~

2.6.1.1 Seven calendar days or more to program start: To be eligible for a full refund less the Processing Fee, a written request must be submitted to the Parks, Recreation and Cultural Services Department a minimum of seven (7) calendar days prior to the scheduled start of the program.

2.6.1.2 Six calendar days or fewer to program start: To be eligible for a partial refund, a written request must be submitted to the Parks, Recreation and Cultural Services Department. Refunds will be issued for 50% of registration fee and will be given only for extended illness or injury. Proof of extended illness or injury is required. The Processing Fee is also assessed to partial refunds.

2.6.1.3 After program start: No refunds will be issued after the scheduled start of the program unless proof of extended illness or injury is provided. Refunds granted after the start of the program will be subject to the Processing Fee and issued for a pro-rated portion of the registration fees based on the number classes remaining.

2.6.2 Drop in Programs. Participants in one time “drop in” programs are not eligible for refunds.

2.6.3 Season and half season passes: The amount of the refund will be prorated (weeks/visits) based on the refund request date. Pool passes are non-transferable.

2.6.4 Individual Public Swim Admissions: In the event that City of Wenatchee staff closes the pool due to lightning, **air quality**, mechanical or other emergency situations with more than one half of the scheduled swim time remaining and does not reopen the pool, sequentially numbered Rainy Day passes will be issued to guests who have paid for individual swim admissions. A record of the Rainy Day passes will be maintained. Rainy Day passes are valid for the current calendar year only and are non-transferrable.

2.6.5 Pool rentals.

2.6.5.1 Rentals to the general public:

- A. Public pool rentals are eligible for full refunds in the event that the rental is cancelled by the Parks, ~~and Recreation~~ **and Cultural Services** Department. ~~for emergency, weather, mechanical or other conditions.~~ Efforts to reschedule the rental will be explored with the guest prior to the issuance of a refund.
- ~~B. To be eligible for a full refund, a request must be submitted to the Parks and Recreation Department a minimum of fourteen (14) days prior to the reservation.~~
- ~~B. Public pool rentals are not eligible for refunds due to weather, natural occurring factors or other events such as fire and air quality unless cancelled by the Parks, ~~and Recreation~~ **and Cultural Services** Department.~~
- ~~C. Thirty (30) days or more prior to reservation: To be eligible for a full refund, a written request must be submitted to the Parks, ~~and Recreation~~ **and Cultural Services** Department a minimum of thirty (30) calendar days prior to the reservation. The Processing Fee is also assessed on full refund requests.~~
- ~~D. Fifteen (15) to twenty-nine (29) calendar days prior to reservations: Requests submitted during this time period will receive a 50% refund for Reservation Fees. The Processing Fee is also assessed for partial refunds.~~
- ~~E. Less than fourteen (14) days prior to the reservation: Not eligible for refunds.~~

2.6.5.2 Rentals to competitive teams:

- A. Competitive team rental refunds will be calculated based upon the fee schedule, billing cycle and use as specified in the applicable Facility Use Agreement.

RESOLUTION NO. 2017-52

A RESOLUTION, of the City of Wenatchee updating the parks and recreation refund policy.

WHEREAS, the City of Wenatchee Parks, Recreation and Cultural Services Department coordinates recreation program services and manages facilities for residents and visitors of the community; and

WHEREAS, fees are charged to registrants for the opportunity to participate in certain programs or reserve usage of a facility; and

WHEREAS, occasionally participants desire to withdraw from programs or cancel their reservation and receive a refund of their fees; and

WHEREAS, it is desirable to have an updated policy to facilitate the provision of refunds and respond to current conditions.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Wenatchee that the Parks and Recreation Refund Policy be amended and restated in the form attached hereto as Exhibit "A."

PASSED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE at a regular meeting thereof this 9th day of November 2017.

CITY OF WENATCHEE, a Municipal Corporation

By: _____
FRANK KUNTZ, Mayor

ATTEST:

By: _____
TAMMY STANGER, City Clerk

APPROVED:

By: _____
STEVE D. SMITH, City Attorney

EXHIBIT A – Parks and Recreation Refund Policy

1.0 Purpose

- 1.1 The purpose of this policy is to establish conditions for the distribution of refunds for parks and recreation programs and facility charges.

2.0 Policy

2.1 General Provisions

The following general provisions apply in all instances:

- 2.1.1 Cancellations by the City of Wenatchee due to misuse of a facility or failure to follow facility policies may result in forfeiture of all fees, expulsion from the facility and denial of future use requests.
- 2.1.2 Refunds are subject to a Processing Fee unless waived by the City of Wenatchee or the program or facility reservation is cancelled by the City. The Processing Fee shall be equal to 25 percent of the registration or reservation fee rounded to the nearest \$.25.
- 2.1.3 Refund requests must be reviewed and approved by the department director or his/her designee.
- 2.1.4 The department director or his/her designee shall have the discretion to grant refunds outside of this policy to respond to special circumstances or conditions.
- 2.1.5 A completed and signed Request for Refund Form, copy of original receipt and, if applicable, proof of injury or illness must be submitted for refund processing.
- 2.1.6 Refund requests for transactions of less than \$10.00 will not be accepted unless cancelled by the City.
- 2.1.7 Full refunds will be issued for programs or reservations canceled by the City of Wenatchee.

2.2 Recreation Program Refunds

To receive refunds for recreational programs, the following criteria apply:

- 2.2.1 Seven calendar days or more to program start: To be eligible for a full refund less the Processing Fee, a written request must be submitted to the Parks, Recreation and Cultural Services Department a minimum of seven (7) calendar days prior to the scheduled start of the program, or event.

- 2.2.2 Six calendar days or fewer to program start: To be eligible for a partial refund, a written request must be submitted to the Parks, Recreation and Cultural Services Department. Refunds will be issued for 50% of registration fee and will be given only for extended illness or injury. Proof of extended illness or injury is required. The Processing Fee is also assessed to partial refunds.
- 2.2.3 After program start: No refunds will be issued after the scheduled start of the program unless proof of extended illness or injury is provided. Refunds granted after the start of the program will be subject to the Processing Fee and issued for a pro-rated portion of the registration fees based on the number programs remaining.
- 2.2.4 Drop in Programs. Participants in one time “drop in” programs are not eligible for refunds.

2.3 Day Camp Program Refunds

To receive refunds for day camp programs, the following criteria apply:

- 2.3.1 Thirty (30) calendar days or more to the program start date: To be eligible for a full refund less the Processing Fee, a written request must be submitted to the Parks, Recreation and Cultural Services Department a minimum of thirty (30) calendar days prior to the scheduled start of the day camp program.
- 2.3.2 Less than thirty (30) calendar days before the program start date: No refunds will be issued unless written proof of extended illness or injury is provided from a medical professional. Refunds are subject to the Processing Fee and will be issued for a pro-rated portion of the registration fees based on the number of registered dates remaining.

2.4 Park Facility Rental Refunds

- 2.4.1 Park Facility Rentals are not eligible for refunds due to weather, natural occurring factors or other events such as fire and air quality unless cancelled by the Parks, Recreation and Cultural Services Department.
- 2.4.2 Thirty (30) calendar days or more prior to reservation: To be eligible for a full refund, a written request must be submitted to the Parks, Recreation and Cultural Services Department a minimum of thirty (30) calendar days prior to the reservation. The Processing Fee is also assessed full refunds.
- 2.4.3 Fifteen (15) to twenty-nine (29) calendar days prior to reservations: Requests submitted during this time period will receive a 50% refund for Reservation Fees. The Processing Fee is also assessed to partial refunds.

- 2.4.4 Less than fourteen (14) calendar days prior to the reservation: Not eligible for refunds.

2.5 Park Special Event Refunds

- 2.5.1 Park Special Event Permit Applications are not eligible for refunds due to weather, natural occurring factors or other events such as fire and air quality unless cancelled by the Parks, Recreation and Cultural Services Department.
- 2.5.2 Forty-Five days or more prior to reservation: To be eligible for a full refund, a written request must be submitted to the Parks, Recreation and Cultural Services Department a minimum of forty-five (45) days prior to the reservation. The Processing Fee is also assessed full refunds.
- 2.5.3 Forty-four to thirty-one days prior to reservations: Requests submitted during this time period will receive a 50% refund for Permit Fees. The Processing Fee is also assessed to partial refunds.
- 2.5.4 Less than thirty days prior to the reservation: Not eligible for refunds.

2.6 Swimming Pool Refunds

- 2.6.1 To receive refunds for swimming lessons, the following criteria apply:
 - 2.6.1.1 Seven calendar days or more to program start: To be eligible for a full refund less the Processing Fee, a written request must be submitted to the Parks, Recreation and Cultural Services Department a minimum of seven (7) calendar days prior to the scheduled start of the program.
 - 2.6.1.2 Six calendar days or fewer to program start: To be eligible for a partial refund, a written request must be submitted to the Parks, Recreation and Cultural Services Department. Refunds will be issued for 50% of registration fee and will be given only for extended illness or injury. Proof of extended illness or injury is required. The Processing Fee is also assessed to partial refunds.
 - 2.6.1.3 After program start: No refunds will be issued after the scheduled start of the program unless proof of extended illness or injury is provided. Refunds granted after the start of the program will be subject to the Processing Fee and issued for a pro-rated portion of the registration fees based on the number classes remaining.
- 2.6.2 Drop in Programs. Participants in one time “drop in” programs are not eligible for refunds.

2.6.3 Season and half season passes: The amount of the refund will be prorated (weeks/visits) based on the refund request date. Pool passes are non-transferable.

2.6.4 Individual Public Swim Admissions: In the event that City of Wenatchee staff closes the pool due to lightning, air quality, mechanical or other emergency situations with more than one half of the scheduled swim time remaining and does not reopen the pool, sequentially numbered Rainy Day passes will be issued to guests who have paid for individual swim admissions. A record of the Rainy Day passes will be maintained. Rainy Day passes are valid for the current calendar year only and are non-transferrable.

2.6.5 Pool rentals.

2.6.5.1 Rentals to the general public:

- A. Public pool rentals are eligible for full refunds in the event that the rental is cancelled by the Parks, Recreation and Cultural Services Department. Efforts to reschedule the rental will be explored with the guest prior to the issuance of a refund.
- B. Public pool rentals are not eligible for refunds due to weather, natural occurring factors or other events such as fire and air quality unless cancelled by the Parks, Recreation and Cultural Services Department.
- C. Thirty (30) calendar days or more prior to reservation: To be eligible for a full refund, a written request must be submitted to the Parks, Recreation and Cultural Services Department a minimum of thirty (30) calendar days prior to the reservation. The Processing Fee is also assessed on full refund requests.
- D. Fifteen (15) to twenty-nine (29) calendar days prior to reservations: Requests submitted during this time period will receive a 50% refund for Reservation Fees. The Processing Fee is also assessed for partial refunds.
- E. Less than fourteen (14) calendar days prior to the reservation: Not eligible for refunds.

2.6.5.2 Rentals to competitive teams:

- A. Competitive team rental refunds will be calculated based upon the fee schedule, billing cycle and use as specified in the applicable Facility Use Agreement.

COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council Members

FROM: STEVE CROWN
CHIEF OF POLICE

SUBJECT: Lease Renewal for The Columbia River Drug Task Force at 129 S. Chelan

DATE: **October 25, 2017**

The lease agreement for City of Wenatchee property located 129 South Chelan, is due for renewal. Portions of the building's main floor are leased to the Columbia River Drug Task which serves as their place of operations. This is a five year agreement with a \$1092 per month lease fee.

Action Requested:

The request is that the City of Wenatchee Mayor and Council approve this lease agreement between the City of Wenatchee and the Columbia River Drug Task Force.

CITY OF WENATCHEE LEASE AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of September 2017, by and between the City of Wenatchee, a municipal corporation of the State of Washington, hereinafter referred to as Landlord, and Columbia River Drug Task Force, an interagency law enforcement organization consisting of the City of Wenatchee Police Department, the City of East Wenatchee Police Department, the Chelan County Sheriff's Office, and the Washington State Patrol, hereinafter referred to as Tenant.

WITNESSETH:

1. Premises. Landlord hereby leases to Tenant, upon the terms and conditions herein set forth two spaces of property described as follows:
 - a. A portion of the real property located at 135 South Chelan Avenue, Wenatchee, Chelan County, Washington, consisting of 1430 square feet of office space, and
 - b. A portion of the garage building located in the alley behind 129 South Chelan Avenue, Wenatchee, Washington consisting of 1,025 square feet of storage space.

2. Term. This Lease shall be for a term of five (5) years commencing September 1, 2017 and terminating December 31, 2022, subject to the early termination rights set forth in subsection (b) hereof.
 - a. Tenant may extend the term of this lease for a period of one (1) year, commencing January 1, 2023 and ending December 31, 2024, by giving Landlord notice of intention so to do at least four (4) months prior to expiration of the original term hereof, provided Tenant is not in default hereunder at the time of giving such notice. Such extended term shall be upon all the provisions applicable to the original term of this lease, other than the provisions of this Section 2 relating to extension and the rental amount set forth in Section 3. The new rental rate for the extended term shall be as set forth in Section 3(c).
 - b. Either Landlord or Tenant may terminate this Lease early upon at least 90 days advance written notice to the other at which time Tenant shall surrender the premises.

3. Rental. Tenant agrees to pay Landlord, at Landlord's address of 129 South Chelan Avenue, Wenatchee, Washington 98801, or at such other place as Landlord may designate in writing, rental in the amount of One Thousand Ninety-two and 72/100 dollars (\$1,092.72) per month. Landlord and Tenant agree that this Lease is exempt from leasehold tax pursuant to RCW 84.29A.020(1) because the Tenant would be exempt from property taxes if they owned the property in fee. That agreement notwithstanding, Tenant agrees to pay any leasehold tax in the event of a contrary ruling by the State of Washington, Department of Revenue.

- a. In the event, during the original term or any extension hereof, any installment of rent is not paid within ten (10) days after it becomes due, a late fee of five percent (5%) of monthly rental shall be charged.
 - b. Rent shall be deemed paid when received by Landlord.
 - c. The monthly rent payable under this Lease shall be increased annually during the term hereof, including the one (1) year term extension period, by three percent (3%).
4. Security Deposit. Concurrently with Tenant's execution of this Lease, Tenant has delivered to Landlord the sum of zero dollars (\$0.00) as security for the performance by the Tenant of Tenant's obligations hereunder.
5. Use. The premises may be used by Tenant for the sole purpose of administrative and operational offices for the Columbia River Drug Task Force and associated organizations. Tenant covenants that it will not allow said premises to be used for any illegal or immoral purpose, and that it will not do or suffer to be done, in or about said premises, any act or thing which may be a nuisance, annoyance, inconvenience, or damage to Landlord, the occupants of adjoining property or the neighborhood.
6. Acceptance of Premises. Taking of possession of the premises by the Tenant shall constitute acknowledgment by Tenant that the premises and the equipment thereon, except as provided otherwise herein, were in good and tenantable condition and working order.
7. Alterations. Tenant shall make no changes, improvements or alterations to the premises without the prior consent of Landlord. All such changes, improvements and alterations, if any, made by Tenant shall remain on the premises and shall become the property of Landlord upon the expiration or sooner termination of this Lease, unless Landlord requests their removal. In the event Landlord notifies Tenant to remove any or all of the changes, alterations or improvements made by Tenant, Tenant shall do so and shall promptly repair any damage caused by such removal.
8. Maintenance by Landlord. Landlord shall maintain in good condition the structural and exterior components of the building. Landlord shall not be obligated to repair or replace any fixtures or equipment installed by Tenant, and Landlord shall not be obligated to make any repair or replacement occasioned by act or omission of Tenant, its employees, agents, invitees or licensees. Landlord shall maintain in good condition and repair the HVAC, plumbing and electrical systems. Landlord shall keep the sidewalks adjacent to the demised premises at all times in good, neat, clean, safe and sanitary condition and repair, free from snow, waste or nuisance thereon. In the event of any damage to the glass in the demised premises, including exterior windows, Landlord shall cause the damage to be repaired as speedily as possible at its own cost and expense unless damage is caused by the tenant who will then be responsible for replacement.

9. Maintenance and Repairs by Tenant. Tenant shall keep the premises in a neat, clean and sanitary condition. Tenant, at its own expense, shall maintain the premises and all items therein, including items installed by Tenant, in good condition and repair.
10. Utilities and Other Services. Landlord shall bill Tenant, and Tenant shall reimburse Landlord within thirty (30) days of billing, for one-sixth (1/6th) of all utilities, including water, electricity, and sewer, and for one-sixth of elevator maintenance, for the leased premises. Tenant shall, at Tenant's expense, provide for and pay for all other services to the premises required by Tenant.
11. Assignment and Subletting. Neither this Lease nor any right hereunder may be assigned, transferred, encumbered, or sublet, in whole or in part, by Tenant, by operation of law or otherwise without Landlord's prior consent.
12. Inspection. Landlord shall have the right of reasonable inspection of the leased premises at all reasonable times and for said purpose shall have free access thereto.
13. Default; Remedies.
 - a. IF TENANT SHALL DEFAULT IN PERFORMANCE OF ANY OF TENANT'S OBLIGATIONS UNDER THIS LEASE OR SHALL VIOLATE ANY TERM OR PROVISION OF THIS LEASE, OR IF THE PREMISES SHALL BE LEFT VACANT OR UNOCCUPIED FOR A PERIOD OF TEN (10) DAYS, LANDLORD MAY, UPON GIVING TENANT ANY NOTICE REQUIRED BY LAW, TERMINATE THIS LEASE AND UPON SUCH TERMINATION TENANT SHALL QUIT AND SURRENDER THE PREMISES TO LANDLORD, BUT THE TENANT SHALL REMAIN LIABLE AS HEREINAFTER PROVIDED.
 - b. If this Lease shall be terminated as herein provided, Landlord may immediately or at any time thereafter re-enter the premises and remove any and all persons and property therefrom; by any suitable proceeding, law or otherwise, without liability therefor, and re-enter the premises.
14. Indemnity by Tenant. Tenant agrees that Landlord shall not be liable for any claims for death of or injury to person or damages to or destruction of property sustained by Tenant, its sublessees, licensees, invitees, or by any other person in the premises, including without limiting the generality of the foregoing, any claims caused by or arising from the condition or maintenance of any part of the premises unless such damage is caused by the sole negligence of Landlord. Tenant hereby waives all claims therefor and agrees to indemnify and save Landlord harmless against any such claim, loss, damage or liability or any expense incurred by Landlord in connection therewith.

15. Performance of Covenants. If Tenant shall fail to make any payment or perform any of the Tenant's obligations under this Lease, Landlord may, without notice to or demand upon Tenant and without waiving or releasing Tenant from any obligations of Tenant under this Lease, make such payment or perform such obligation in such manner and to such extent as Landlord deems desirable. All sums so paid by Landlord and all necessary costs and expenses in connection with the performance of any such obligation by Landlord, together with interest thereon at the rate of twelve percent (12%) per annum, compounded monthly, from the date of the making of such expenditure by Landlord, shall be deemed additional rent hereunder and shall be payable to Landlord on demand.
16. Surrender of Premises. Tenant, at the expiration or sooner termination of this Lease, shall quit and surrender the premises in good, neat, clean and sanitary condition, except for reasonable wear and tear and damage not caused by any act or omission by Tenant, its employees, agents, invitees or licensees.
17. Holdover. If Tenant lawfully holds over after the expiration of the term of this Lease, such tenancy shall be a month-to-month tenancy. During such tenancy Tenant agrees to pay Landlord the same rate of rental as provided herein, and to be bound by all of the terms, covenants and conditions herein specified.
18. Miscellaneous.
 - a. Attorneys' Fees. If an action be commenced to enforce any of the provisions of this Lease, each party shall bear their own attorneys' fees and costs.
 - b. Governing Law. This Lease shall be governed by the law of the State of Washington.
 - c. Venue. Venue of any court action to enforce or interpret the provisions of this Lease shall be Douglas County or Grant County.
 - d. Entire Agreement. This document contains the entire and integrated agreement of the parties and may not be modified except in writing signed and acknowledged by both parties.
 - e. Binding Effect. Subject to the provisions of Section 15 hereof, this Lease shall be binding upon the parties hereto and upon their respective executors, administrators, legal representatives, successors and assigns.
19. Common Areas. Tenant shall have non-exclusive use of all areas of the building at 135 South Chelan Avenue designated by Landlord as common areas for the use generally of Tenants of the building. Landlord shall maintain the common areas in good condition.

20. Janitorial Service. Tenant may elect to use the janitorial service of the existing tenants in the building. However, all financial arrangements for janitorial services are the responsibility of the Tenant.

21. Memorandum of Lease. Unless both parties consent thereto in writing, this Lease shall not be placed of record. Landlord and Tenant agree to execute and place of record an instrument, in recordable form, evidencing the commencement date and expiration date of this Lease, if either party desires to do so.

IN WITNESS WHEREOF, the parties hereto have executed this Lease at Wenatchee, Washington, the day and year first above written.

LANDLORD:

CITY OF WENATCHEE

By _____
FRANK KUNTZ, MAYOR

TENANT:

COLUMBIA RIVER DRUG TASK FORCE

By _____
BRIAN BURNETT, CHAIRMAN

STATE OF WASHINGTON)
) ss.
County of Chelan)

I certify that I know or have satisfactory evidence that Frank Kuntz is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of the City of Wenatchee to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this ____ day of _____, 2017.

(signature)

(printed or typed name)

NOTARY PUBLIC, State of Washington

My Commission Expires _____

STATE OF WASHINGTON)
) ss.
County of Chelan)

I certify that I know or have satisfactory evidence that Brian Burnett is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Chairman of the CRDTF to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this ____ day of _____, 2017.

(signature)

(printed or typed name)

NOTARY PUBLIC, State of Washington

My Commission Expires _____

**COUNCIL AGENDA REPORT
COMMUNITY DEVELOPMENT DEPARTMENT**

TO: Frank Kuntz, Mayor
City Council

FROM: Glen Devries, Community Development Director

SUBJECT: Code Enforcement Board Re-Appointments

DATE: October 23, 2017

MEETING DATE: November 9, 2017

I. OVERVIEW

The Code Enforcement Board hears cases, appeals and renders decisions regarding violations of specified city codes. Code Enforcement Board members are appointed to two year terms. These members have expressed their interest in serving another term on the Board.

II. ACTION REQUESTED

Staff recommends the City Council adopt Resolution No. 2017-53 reappointing Don L. Files, Emilka Furmanczyk and Adriana Farnsworth for another term to the Code Enforcement Board.

III. FISCAL IMPACT Submitted to the Finance Committee: No

No impact.

IV. REFERENCE(S)

Resolution No. 2017-53
Applications for Don L. Files, Emilka Furmanczyk and Adriana Farnsworth

V. ADMINISTRATIVE ROUTING

Tammy Stanger, City Clerk

RESOLUTION NO. 2017-53

A RESOLUTION, reappointing members to the Wenatchee Code Enforcement Board.

WHEREAS, Don L. Files, Emilka Furmanczyk and Adriana Farnsworth expressed an interest in continuing to serve as a member of the City of Wenatchee Code Enforcement Board for a two-year term.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF WENATCHEE makes the following reappointments to the Wenatchee Code Enforcement Board for the term noted:

<u>NAME & ADDRESS</u>	<u>TERM EXPIRES</u>
Don L. Files 1519 Fourth St. Wenatchee, WA 98801	December 31, 2019
Adriana Farnsworth 1108 Kittitas Wenatchee, WA 98801	December 31, 2019
Emilka Furmanczyk 1044 Surry Road Wenatchee, WA 98801	December 31, 2019

PASSED BY THE CITY COUNCIL OF THE CITY OF WENATCHEE at a regular meeting thereof this 9th day of November, 2017.

CITY OF WENATCHEE, a Municipal Corporation

By _____
FRANK KUNTZ, Mayor

ATTEST:

By _____
TAMMY L. STANGER
City Clerk

APPROVED:

By _____
STEVE D. SMITH, City Attorney



City of Wenatchee
Volunteer Commission and Board Application

COMMISSION/BOARD INFORMATION

Board (s) I would like to be considered for: (If more than one, please rank them in order of preference)

- | | |
|--|---|
| <input type="checkbox"/> Arts Commission | <input type="checkbox"/> Greater Wenatchee Regional Events Center PFD Board |
| <input type="checkbox"/> Cemetery Advisory Board | <input type="checkbox"/> Historic Preservation Board |
| <input type="checkbox"/> Civil Service Board | <input type="checkbox"/> Lodging Tax Advisory Committee |
| <input checked="" type="checkbox"/> Code Enforcement Board | <input type="checkbox"/> Parks and Recreation Advisory Board |
| <input type="checkbox"/> Diversity Advisory Committee | <input type="checkbox"/> Planning Commission |
| | <input type="checkbox"/> Tourism Promotion Area Board |

APPLICANT INFORMATION

Last Name: Furmanczyk First Name: Emilka Initial: S

Mailing Address: 1044 Surry Rd. City: Wenatchee Zip: 98801

Residency Requirement: Applicants must reside within the City Limits of Wenatchee except the Arts Commission, Diversity Advisory Committee, Historic Preservation Board, and the Parks & Recreation Advisory Board

Day Phone: 509-710-5398 Evening Phone: Same

E-mail: eskfurmanczyk@gmail.com Years lived in Wenatchee Valley: 4

Occupation: Please see CV for work history Years of Experience: Please see CV

Work Address: _____ City: _____ Zip: _____

Education and Formal Training: BS Chemistry/Biochemistry - Whitworth University 2004

Have you ever been convicted of a felony or released from prison? Yes No
(A conviction record will not necessarily bar you from serving. Factors such as the nature and gravity of the crime, the length of time that has passed since the conviction and/or completion of any sentence, and the nature of the position for which you have applied will be considered.)

Volunteer/Community Experience:

- Organization and Duties: Chelan Douglas Land Trust / Education Committee Length of Service: 1 yr.
- Organization and Duties: Wenatchee Mom's Meetup.com group / Founder & Organizer (130+ moms) Length of Service: 2 yrs.
- Organization and Duties: Rental Association of Wenatchee / Member Length of Service: 6 mo.
- Organization and Duties: North Central Washington Beekeepers Association / Apiarist Length of Service: 1 yr.
- Organization and Duties: American Lung Association / Master Home Environmentalist Length of Service: 2 yrs.
- Skills/Special Interests: Ability to work with a variety groups/vendors/businesses.

Experience related to the Commission/Board: I have experience in a variety of different work environments from research and clinical laboratories which required strict adherence to procedures and rules to direct sales, fundraising and event organization that demanded a flexible common sense approach. This breadth of experience will serve well in carrying out the function of the Code Enforcement Board.

Why are you seeking this appointment? Enjoy being part of the community, giving back to the community and making it a better place for all.

Would any conflict of interest be created as a result of your appointment? Yes No

If yes, please explain: _____

REFERENCES

Name: Susan Ballinger
Address: 2009 Skyline Dr. City: Wenatchee Zip: 98801
Phone: 509-664-8955 Email: skylinebal@gmail.com
Occupation: Educator - Wenatchee Naturalist Years known: 4 yrs.

Name: Andy Dappen
Address: 2332 Westview Dr. City: Wenatchee Zip: 98801
Phone: 509-663-7027 Email: adappen@charter.net
Occupation: WenatcheeOutdoors.com , Content Editor and Writer Years known: 4 yrs.

Name: Sharon Lunz
Address: 18 North Wenatchee Avenue City: Wenatchee Zip: 98801
Phone: 509-667-9708 Email: sharon@cdlandtrust.org
Occupation: Communication & Development Director Years known: 1 yr.

AFFIDAVIT OF APPLICANT

I, Emilka Furmanczyk, do hereby certify that the information contained in the foregoing application is true and correct to the best of my knowledge and belief. I also understand that this completed application may be made available for public inspection.

Emilka Furmanczyk
(Signature)
Date: 3/23/2015



**City of Wenatchee
Volunteer Board, Commission and Committee Responsibilities**

To be selected and serve as a City of Wenatchee volunteer Board, Commission or Committee Member is a high honor and provides an unusual opportunity for genuine public service. Although the specific duties of each of the City's Boards vary widely with the purpose for which they are formed, there are certain responsibilities that are common to all members. As a volunteer Board, Commission or Committee representative of the City of Wenatchee, I agree to:

1. Understand my role and scope of responsibility. I will be informed of the individual group's scope of responsibility and operating procedures.
2. Represent the majority views of the group. Individual "opinions" to the public and press are discouraged, and, if given, must be identified as such.
3. Practice open and accountable government. I will be as open as possible about my decisions and actions, and also protect confidential information.
4. Represent the public interest and not special interest groups.
5. Not make decisions in order to gain financial or other benefits for myself, my family, or friends.
6. Serve as a liaison between the City and its citizens and can help reconcile contradictory viewpoints and to build a consensus around common goals and objectives. I will serve as a communication link between community, staff, and City, representing City programs and recommending and providing a channel for citizen expression.
7. Understand my role as a supportive relationship with the City Council and City staff and to follow the proper channel of communication through the designated staff person providing support for the group.
8. Do my homework and be thorough in recommendations. I will review agenda items under consideration prior to the meeting in order to be fully prepared to discuss, evaluate, and act on all matters scheduled for consideration. My conclusions will be based on careful preparation to strengthen the value of the group's recommendation.
9. Adhere to the highest standards of integrity and honesty in all endeavors and strive to safeguard the public trust. I shall announce any direct or remote conflict of interests prior to the discussion (RCW 42.36).
10. Understand that my authority is limited to decisions made by the group, and that in most cases, the decisions are advisory.
11. Understand that in my role I recommend policy while administrators and staff carry out approved policy.
12. Establish a good working relationship with fellow group members. I will respect individual viewpoints and allow other members time to present their views fully before making comments. I will be open and honest and welcome new members.
13. Not use or involve my membership in the conduct of political activities. However, I am not restricted from participating in political activities outside of my involvement in the group.

I hereby pledge to be positive in my role as a volunteer with the City and accept responsibility for my participation.

Signed: Emilia Furman Date: 3/23/2015

EMILKA KIELANSKA FURMANCZYK

1044 Surry Rd. • Wenatchee, WA 98801
eskfurmanczyk@gmail.com • (509) 710-5398

PROFESSIONAL EXPERIENCE

CAMPAIGN MANAGER – *The Leukemia & Lymphoma Society, Seattle, WA*
(12/2010 – 12/2012)

Responsible for managing and implementing multiple campaigns and projects for The Leukemia & Lymphoma Society (LLS).

Directly responsible for managing Seattle and Tacoma Celebrity Waiters Luncheon and Auction Events – annual fundraising total \$400,000 plus.

- In charge of Celebrity Waiter recruitment, committee meetings, vendor/venue contracts.
- Procurement of 200+ high quality silent and live auction packages and cash sponsorships.
- Organization, budget, planning and execution of event.
- Preparation of promotional materials: Save the Date, Invitations, and Auction Catalog.
- Volunteer and staff management on day of event.
- Obtained guest speakers and maintained focus on the mission of LLS.
- Successful implementation with telecommuting from Wenatchee, WA.

Assisted in execution and support for multiple LLS special events:

- Winter Pineapple Classic, Big Climb and Firefighter Stair Climb at Columbia Tower, Leukemia Cup Regatta, Slopes for Hope, Seattle and Tacoma Light the Night

SALES ASSOCIATE & PERSONAL ASSISTANT – *EMc2- Emmett McCarthy, New York Boutique, NYC*

(03/2010 – 07/2010)

- Coordinated special events including private parties and trunk shows.
- Utilized QuickBooks, updated business website, assisted and advised clients.

EVENTS ASSOCIATE – *City Winery, NYC*

Private Events –

(09/2009 – 01/2010)

- Initial client contact, site tours, proposals, contracts, and payment collection.
- Worked closely with our sommelier and the executive chef to create a la carte menu options to fit all budgets and client specific needs.
- Responsible for detailing event timeline, menu and wine log selections, floor plans, production requirements, and staffing utilizing Tripleseat Software (BEO's).
- Collaborated with floor managers to ensure appropriate execution of events.

Sales and Finance –

- Surpassed budget goals during holiday peak season.
- Personally generated \$150K over a two-month period.
- Events ranging in group size and budget from small \$1K, 10 person private dining to \$25K, 200 guest breakfast, seminars, holiday parties, including serving for mayor Michael Bloomberg.

Emilka Furmanczyk • eskfurmanczyk@gmail.com • (509) 710-5398 • Page 2 of 3

- Kept weekly/monthly Excel expense/revenue logs.
- Maximized margins while maintaining client satisfaction.

Marketing and Client Relations –

- Advertising through print media, broadcast, public service, celebrity and grassroots.
- Excellent client relations through prompt response and follow-up.
- Maintained client relationship after events.

EVENT PLANNER/FUNDRAISER – *Independent* (11/2007 – current)

Tradeshow Events – *Alive! Expo*

Participant and Personal Assistant to the CEO

- *Alive! Expo* – Health and Wellness Fair (Seattle, WA – 11/2007, 11/2008, and 11/2010)
 - Marketed booths to organizations, obtained and supervised volunteers, performed live cooking demonstrations.
- *Alive! Expo the Green Pavilion* - Sundance Film Festival (Park City, Utah – 01/2009 and 01/2010), Oscars (Los Angeles, California – 03/2009).
 - Greeted celebrities, assembled and distributed giveaway gift bags, supervised volunteers, and captured photos for celebrity branding.

Fundraising Events – *The Leukemia & Lymphoma Society* (11/2007 – 04/2009)

- Obtained monetary and non-monetary donations from over 200 individuals and 75 businesses including hotels, catering services, wineries, venues, bakeries, and restaurants.
- Planned and coordinated numerous special events: auctions, concerts, wine tastings, and trips.
- Organized and executed multiple moonlight snowshoe outings with over 100 participants of varying skill levels and ages.
- Mentored a fund-raising team of 10 participants and personally raised over \$15K.

HIV VACCINE TRIALS NETWORK, FHCRC – *Seattle, WA* (09/2005 – 06/2009)

Research Technician

- Ordered supplies and maintained inventory with PeopleSoft, Excel, Access, and Crystal Reports.
- Effectively communicated with industry representatives, clinicians, and other team members.
- Authored standard operating procedures and maintained good laboratory practice standards.
- Participated in HVTN inter-laboratory quality assurance program (audits, proficiency testing)
- Processed specimens from clinical trial participants and performed research testing.
- Trained fellow co-workers in LDMS and blood processing.

DYNACARE LABORATORIES – *Seattle, WA* (10/2004 – 04/2005)

Cytogenetics Technician

- Sample preparation for karyotyping and FISH (whole blood, bone marrow, amniotic fluid).
- Tissue culture, setup and maintenance; preparation of reagents and sterile culture materials.

Emilka Furmanczyk • eskfurmanczyk@gmail.com • (509) 710-5398 • Page 3 of 3

WHITWORTH UNIVERSITY – *Spokane, WA* (02/2002 – 05/2004)

Chemical Hygiene and Teaching Assistant

- Responsible for reorganization of chemical inventory resulting in a reduction of over 2,000 chemical containers. Disposed of hazardous waste, adhering to Federal and State guidelines.
- Hands on experience with NMR, GC/MS, atomic absorption, UV/VIS and IR spectrophotometer instrumentation and maintenance.

MONTANA STATE UNIVERSITY – *Bozeman, MT* (06/2002 – 08/2002)

Research Experience for Undergraduates - High Pressure Mass Spectrometry Research

EDUCATION

Whitworth University – Spokane, Washington

Bachelor of Science – 2004 Chemistry major; Biochemistry minor President of the Science Club

Spokane Falls Community College – Spokane, Washington

Associate of Arts – 2001, Running Start Program; Graduated with Honors

TECHNICAL SKILLS AND CERTIFICATIONS

Proficient with QuickBooks, Microsoft Office applications, and PeopleSoft

Familiar with Salesforce CRM

Certified Standard First Aid and CPR

Fluent in Polish; familiar with Russian

CLUBS AND ORGANIZATIONS

The Center for Wooden Boats

Team in Training/Leukemia and Lymphoma Society – Team Member and Team Mentor

Master Home Environmentalist (MHE) for the American Lung Association of the Northwest

Meetup.com – Group Organizer

Puget Sound Mycological Society



City of Wenatchee
Volunteer Commission and Board Application

COMMISSION/BOARD INFORMATION

Board (s) I would like to be considered for: (If more than one, please rank them in order of preference)

- | | |
|--|---|
| <input type="checkbox"/> Arts Commission | <input type="checkbox"/> Greater Wenatchee Regional Events Center PFD Board |
| <input type="checkbox"/> Cemetery Advisory Board | <input type="checkbox"/> Historic Preservation Board |
| <input type="checkbox"/> Civil Service Board | <input type="checkbox"/> Lodging Tax Advisory Committee |
| <input checked="" type="checkbox"/> Code Enforcement Board | <input type="checkbox"/> Parks and Recreation Advisory Board |
| <input type="checkbox"/> Diversity Advisory Committee | <input type="checkbox"/> Planning Commission |
| | <input type="checkbox"/> Tourism Promotion Area Board |

APPLICANT INFORMATION

Last Name: Files First Name: Don Initial: L

Mailing Address: 1519 Fourth st. City: Wenatchee Zip: 98801

Residency Requirement: Applicants must reside within the City Limits of Wenatchee except the Arts Commission, Diversity Advisory Committee, Historic Preservation Board, and the Parks & Recreation Advisory Board

Day Phone: 509-670-7560 Evening Phone: 509-663-4356

E-mail: fileshombase@hotmail.com Years lived in Wenatchee Valley: 40+

Occupation: Retired Years of Experience: _____

Work Address: _____ City: _____ Zip: _____

Education and Formal Training: High School diploma

Have you ever been convicted of a felony or released from prison? Yes No

(A conviction record will not necessarily bar you from serving. Factors such as the nature and gravity of the crime, the length of time that has passed since the conviction and/or completion of any sentence, and the nature of the position for which you have applied will be considered.)

Volunteer/Community Experience:

Organization and Duties: _____ Length of Service: _____

Organization and Duties: _____ Length of Service: _____

Organization and Duties: _____ Length of Service: _____

Organization and Duties: _____ Length of Service: _____

Organization and Duties: _____ Length of Service: _____

Skills/Special Interests: _____

Experience related to the Commission/Board: I retired from the City after 42 years and during that time have had a chance to see how the City has changed and what code enforcement is going against. I have helped clean up some of these places.

Why are you seeking this appointment? to get involved and maybe help the City on getting residence to clean up any violations.

Would any conflict of interest be created as a result of your appointment? Yes No

If yes, please explain: _____

REFERENCES

Name: Cliff Burdick
Address: 1350 McKittick City: Wenatchee Zip: 98801
Phone: 509-888-3200 Email: _____
Occupation: Inspection Services Manager Years known: 8

Name: Steve King
Address: 1350 McKittick City: Wenatchee Zip: 98801
Phone: 888-3200 Email: _____
Occupation: Community & Economic Development Director Years known: 10

Name: _____
Address: _____ City: _____ Zip: _____
Phone: _____ Email: _____
Occupation: _____ Years known: _____

AFFIDAVIT OF APPLICANT

I, Don Files, do hereby certify that the information contained in the foregoing application is true and correct to the best of my knowledge and belief. I also understand that this completed application may be made available for public inspection.

Don Files
(Signature)
Date: 1-7-16



**City of Wenatchee
Volunteer Board, Commission and Committee Responsibilities**

To be selected and serve as a City of Wenatchee volunteer Board, Commission or Committee Member is a high honor and provides an unusual opportunity for genuine public service. Although the specific duties of each of the City's Boards vary widely with the purpose for which they are formed, there are certain responsibilities that are common to all members. As a volunteer Board, Commission or Committee representative of the City of Wenatchee, I agree to:

1. Understand my role and scope of responsibility. I will be informed of the individual group's scope of responsibility and operating procedures.
2. Represent the majority views of the group. Individual "opinions" to the public and press are discouraged, and, if given, must be identified as such.
3. Practice open and accountable government. I will be as open as possible about my decisions and actions, and also protect confidential information.
4. Represent the public interest and not special interest groups.
5. Not make decisions in order to gain financial or other benefits for myself, my family, or friends.
6. Serve as a liaison between the City and its citizens and can help reconcile contradictory viewpoints and to build a consensus around common goals and objectives. I will serve as a communication link between community, staff, and City, representing City programs and recommending and providing a channel for citizen expression.
7. Understand my role as a supportive relationship with the City Council and City staff and to follow the proper channel of communication through the designated staff person providing support for the group.
8. Do my homework and be thorough in recommendations. I will review agenda items under consideration prior to the meeting in order to be fully prepared to discuss, evaluate, and act on all matters scheduled for consideration. My conclusions will be based on careful preparation to strengthen the value of the group's recommendation.
9. Adhere to the highest standards of integrity and honesty in all endeavors and strive to safeguard the public trust. I shall announce any direct or remote conflict of interests prior to the discussion (RCW 42.36).
10. Understand that my authority is limited to decisions made by the group, and that in most cases, the decisions are advisory.
11. Understand that in my role I recommend policy while administrators and staff carry out approved policy.
12. Establish a good working relationship with fellow group members. I will respect individual viewpoints and allow other members time to present their views fully before making comments. I will be open and honest and welcome new members.
13. Not use or involve my membership in the conduct of political activities. However, I am not restricted from participating in political activities outside of my involvement in the group.

I hereby pledge to be positive in my role as a volunteer with the City and accept responsibility for my participation.

Signed: Don Files Date: 1-7-16

**COUNCIL AGENDA REPORT
COMMUNITY DEVELOPMENT DEPARTMENT**

TO: Frank Kuntz, Mayor
City Council

FROM: Glen Devries, Community Development Director

SUBJECT: 2017-2019 Homeless Grant Changes

DATE: November 3, 2017

MEETING DATE: November 9, 2017

I. OVERVIEW

The City of Wenatchee is responsible for administering the Ten-Year Plan to Reduce Homelessness in Chelan and Douglas Counties, pursuant to an Interlocal Agreement with Chelan County, Douglas County, and the City of East Wenatchee. This includes the distribution of local homeless funds collected by county auditors from recording surcharge fees and funds distributed by the Department of Commerce through the Consolidated Homeless Grant (CHG).

The homeless planning and fund distribution processes are guided by the Homeless Steering Committee which is comprised of community representatives and local elected officials from jurisdictions in Chelan and Douglas Counties. The Homeless Steering Committee developed funding allocation recommendations for the 2017-2019 grant term on May 24-25, 2017. The City Council approved those recommendations on June 15, 2017. Grant agreements were issued based on those approvals.

In support of these grant allocations, City staff is requesting approval from the City Council for the following changes*:

*(*Note: Pending City Council approval, these changes will be presented to the Homeless Steering Committee for final approval at the November 14, 2017 Homeless Steering Committee meeting.)*

Item 1 – Authorization to Contract with Building Changes: Per the terms of the Consolidated Homeless Grant agreement, the City, as lead agency, must lead and coordinate the development of a low-barrier housing program in Chelan and Douglas counties by July 2018. A low-barrier housing program is characterized by reduced entry requirements for clients. The aim is to have as few barriers as possible to allow more people access to homeless services.

The Homeless Steering Committee anticipated this requirement and recommended allocating \$30,000 from the 2017-2019 homeless funds to conduct a regional low-barrier housing feasibility study. The City Council approved this recommendation and authorized the study at the June 15, 2017 City Council meeting.

The study will require extensive coordination and resources. Therefore, City staff is recommending contracting with an external consulting firm, Building Changes, to assist with the study. Building Changes is a Seattle-based nonprofit agency that specializes in systems-based approaches to addressing homelessness. The Washington State Department of Commerce has designated Building Changes as a technical assistance/training provider for homeless service programs.

Per the attached proposal, Building Changes will provide the following key deliverables:

- Conduct a landscape analysis of existing housing programs including:
 - An inventory of existing program eligibility criteria

**COUNCIL AGENDA REPORT
COMMUNITY DEVELOPMENT DEPARTMENT**

- A gap analysis of people left out of receiving services
- Assessment and recommendations for existing programs to meet Commerce’s low-barrier requirement.
- Facilitate two community planning meetings
- Provide Housing First and Low-Barrier service training
- Develop an implementation plan for a regional low-barrier shelter

Recommendation: Staff recommends the City Council approve a contract with Building Changes based on the attached proposal and authorize the Mayor's signature on the contract.

Item 2: Community Action Council’s Housing & Essential Needs Grant - Budget Line Adjustments

The City currently has a sub grant agreement with Community Action Council for the Housing & Essential Needs (HEN) program. The original budget line item amounts were split evenly between prevention and rapid rehousing services. Since the beginning of the grant term, the demand for prevention services has been significantly higher than rapid rehousing services. As a result, City staff is recommending budget line item transfers as follows:

HEN Budget Line Items	Original Budget	Requested Budget Adjustments	Revised Budget
Prevention Services (rent assistance; program operations)	\$85,119	+68,096	\$153,215
Rapid Rehousing Services (rent assistance; program operations)	\$85,119	-\$68,096	\$17,023
Administration	\$3,769	\$0	\$3,769
Essential Needs Supplies	\$5,000	\$0	\$5,000
Total	\$179,007	\$0	\$179,007

This is a transfer between existing grant budget line items. No additional funding is being requested.

Recommendation: Staff recommends the City Council authorize the Mayor to enter into an amended CHG agreement with the Washington State Commerce Department and an amended sub grant agreement with Community Action Council to allow a funding transfer between existing HEN budget line items.

II. ACTION REQUESTED

City staff requests the City Council accept the recommendations outlined above and authorize the Mayor to:

1. Enter into a contract with Building Changes to conduct a low-barrier housing feasibility study.

**COUNCIL AGENDA REPORT
COMMUNITY DEVELOPMENT DEPARTMENT**

2. Enter into an amended CHG agreement with the Washington State Commerce Department and an amended sub grant agreement with Community Action Council to allow a funding transfer between existing HEN budget line items.

III. FISCAL IMPACT Submitted to the Finance Committee Yes No - X

Funding for these programs was approved as part of the 2017-2019 homeless grant allocation process at the June 15, 2017 City Council meeting. Therefore, it does not change the total estimated amount of funds available during 2017-2019, nor does it change the percentage of funds allocated for City administration. Therefore, there is no additional impact to the City budget.

IV. REFERENCES

None

V. ADMINISTRATIVE ROUTING

Tammy Stanger, City Clerk
Allison Williams, Executive Services Director
Brad Posenjak, Finance Director

**COUNCIL AGENDA REPORT
COMMUNITY DEVELOPMENT DEPARTMENT**



Low-Barrier Shelter Design for Chelan-Douglas Counties

Project Description

Building Changes will assist the City of Wenatchee and the Chelan-Douglas Homeless Steering Committee in assessing existing low-barrier program capacity and create design and implementation recommendations for a low-barrier shelter response.

Key Deliverables

- Landscape analysis of existing projects:
 - Categorization of eligibility criteria for existing homeless housing interventions in Chelan-Douglas Counties
 - Gap analysis of people left out of receiving services
 - Assessment of and recommendations for existing projects to meet the Commerce low-barrier program requirement
- Facilitate two community meetings; one during phase 1 and one during phase 2
- Provide Housing First and Low-Barrier service training
- Develop implementation plan for low-barrier shelter

Types of Activities

- Meeting facilitation; interviews with staff from existing projects
- Landscape review of existing projects (including HMIS and Coordinated Entry data)
- Presentations to housing providers and stakeholders
- Housing First & Low Barrier Service workshop

Timeline

- Landscape assessment completed by March 31, 2018
- Low-barrier shelter design and implementation strategy completed by June 30, 2018

Budget

Activity	Amount
Phase 1	\$11,100
Phase 2	\$15,300
Project Costs (Travel, materials)	\$3,600
	\$30,000

Work Plan

The proposed work plan is divided into two phases. Building Changes and the City of Wenatchee’s (the City) roles will stay the same during the two phases. During both phases, Building Changes will provide consultation to the City, which will involve facilitating key meetings, sharing best practices and examples from other communities, and presenting key information to the City. The City will convene key stakeholders and provide communication and context setting on the scope and purpose of the project to community partners and grantees. Phase one is the information gathering stage, a landscape assessment will be completed to assess current limitations of the system in serving people with high service needs. Phase two will include design and implementation recommendations for a new, low-barrier shelter. Community meetings and housing-first trainings will be provided.

Phase One: Landscape assessment; Completed by March 31, 2018

Activity & Deliverable(s)	Hours	Cost	Role	Timeline
Identify current data sets and information available for assessment	2 hours	\$300	Building Changes will work collaboratively with the City of Wenatchee to identify available data for review and develop plan for gathering other data relevant to the landscape assessment	By January 15, 2018
Create barrier-focused program inventory survey	2 hours	\$300	Building Changes will create survey and response participation language. City of Wenatchee will distribute survey to housing providers and relevant partners.	Created and distributed by January 31, 2018
Conduct interviews with existing housing programs	12 hours <ul style="list-style-type: none"> • 1-2 hour of question/interview preparation • 8-10 1-hour interviews 	\$1,800	Building Changes will facilitate interviews with housing providers to assess current operating standards City of Wenatchee will recommend agencies to interview and make the introduction between Building	By February 28, 2018

			Changes and the housing provider	
Review existing program eligibility, survey responses and HMIS data to identify current gaps and coverage using a low-barrier lens	30 hours	\$4,500	Building Changes will lead the data review process. City of Wenatchee will provide clarification/context	By February 28, 2018
Write landscape assessment which will include: <ol style="list-style-type: none"> 1. Categorization of homeless housing programs by eligibility criteria 2. Projects that meet Commerce’s low-barrier program standard 3. Strategies for existing projects to meet Commerce standard 4. Recommendations for rules & barrier reduction. 	20 hours	\$3,000	Building Changes will synthesize data collected into comprehensive landscape assessment and provide recommendations for rules & barrier reduction	By March 31, 2018
Present findings and recommendations of landscape assessment and facilitate a feedback process for phase two at community meeting	8 hours <ul style="list-style-type: none"> • 2-3 hours of content prep • 2 hours of day of meeting prep • 2 hour meeting 	\$900	Building Changes will present and facilitate feedback process City of Wenatchee will convene the meeting, provide context for the work and handle meeting logistics including space reservation and inviting participants	By April 30, 2018
	Total Hours: 74 hours	Total Cost:\$11,100		

Phase Two: Low-barrier shelter design and implementation recommendations; Completed by June 30, 2018

Activity & Deliverable(s)	Hours	Cost	Role	Timeline
Facilitate planning/brainstorming meeting with City of Wenatchee staff and Chelan-Douglass Homeless Steering Committee to develop an understanding of the vision, logistical parameters and concerns/considerations of a low-barrier shelter.	8 hours <ul style="list-style-type: none"> • 2-3 hour meeting • 2-3 hours of content prep • 2 hours of day of meeting prep 	\$900	<p>Building Changes will work collaboratively with the City of Wenatchee and the Chelan-Douglass Homeless Steering Committee to develop an agenda and facilitate a brainstorming session to ensure the design is reality tested</p> <p>City of Wenatchee will convene the meeting and handle meeting logistics including space reservation and inviting participants</p>	By April 30, 2018
Facilitate community meeting to generate ideas and understand community needs for low-barrier shelter	8 hours <ul style="list-style-type: none"> • 2-3 hour meeting • 2-3 hours of content prep • 2 hours of day of meeting prep 	\$900	<p>Building Changes will work collaboratively with the City of Wenatchee to develop an agenda and facilitate a community brainstorming session to solicit ideas and generate community buy-in</p> <p>City of Wenatchee will handle meeting logistics including space reservation and inviting participants</p>	By May 31, 2018
Create and Facilitate a low-barrier service training	16 hours <ul style="list-style-type: none"> • 6-8 hours of content development • 6-8 hours of training 	\$2,400	<p>Building Changes will work collaboratively with the City of Wenatchee to develop and facilitate a low-barrier/housing first training agenda</p> <p>City of Wenatchee will convene the training and handle</p>	By June 30, 2018

			meeting logistics including space reservation and inviting participants	
Design a low-barrier shelter model	65 hours	\$9,750	Building Changes will create a low-barrier shelter design and implementation strategy.	By June 30, 2018
Facilitate meeting with City of Wenatchee staff and Chelan-Douglass Homeless Steering Committee to review the proposed model and implementation strategy	5 hours <ul style="list-style-type: none"> • 2-3 hour meeting • 2 hours of meeting prep 	\$750	<p>Building Changes will work collaboratively with the City of Wenatchee and the Chelan-Douglass Homeless Steering Committee to develop an agenda and facilitate a meeting to review the proposed model and implementation strategy.</p> <p>City of Wenatchee will convene the meeting and handle meeting logistics including space reservation and inviting participants</p>	By June 30, 2018
	Total Hours: 102 hours	Total Cost: \$ 15,300		

**COUNCIL AGENDA REPORT
PUBLIC WORKS DEPARTMENT**

TO: Frank Kuntz, Mayor
City Council

FROM:  Gary Owen, City Engineer

SUBJECT: Public Hearing regarding the vacation of a portion of city right-of-way along Ohme Garden Road: Staff recommendation to continue hearing to December 9th for purposes of appropriate utility easement(s).

DATE: November 6, 2017

MEETING DATE: November 9, 2017

I. OVERVIEW

Chelan County maintains a 9 acre road maintenance yard and vehicle shop bounded by Peters Street, Easy Street, and Ohme Garden Road in the Olds Station area of Wenatchee. In 2016, County staff began design of a stormwater treatment and control facility. During the design, it was found that the right-of-way for Ohme Garden Road, which was a former state highway, was much wider than anticipated and encompassed areas of the maintenance yard and contemplated stormwater control facility.

Wenatchee Public Works staff determined that utilization of a portion of the unused right-of-way for stormwater treatment and control facilities is in the public interest, and recommends the city initiate the vacation of a portion of this unused city right-of-way.

Vacation of city streets is governed by RCW 35.79. The city council adopted resolution no. 2017-47 setting a hearing date for consideration of a formal ordinance vacating a portion of Ohme Garden Road. Since passage of the resolution by city council, staff posted appropriate legal notice and notified known utilities and commercial users of the streets of the hearing date.

The Chelan County Public Utility District (Chelan County PUD) commented on this vacation stating they own and maintain potable waterline facilities within the area proposed for vacation. They request that should the vacation be approved, the PUD be granted an easement in the District's standard form for its facilities. Chelan County and the PUD are currently negotiating the terms of an easement. Additionally, the PUD is considering the abandonment of the waterline.

Staff is recommending the vacation hearing be continued until November 9th, 2017 in order for easement documents and or abandonment of the waterline can be negotiated Chelan County and the Chelan County PUD. Both parties find extending the hearing vacation acceptable to their needs.

II. ACTION REQUESTED

Staff recommends the City Council continue the hearing date to consider the vacation of a portion of city right-of-way along Ohme Garden Road, to December 7th, 2017.

III. FISCAL IMPACT Submitted to the Finance Committee Yes No

IV. REFERENCE(S)

1. Resolution 2017-47

V. ADMINISTRATIVE ROUTING

Tammy Stanger, City Clerk
Steve Smith, City Attorney
Matt Leonard, Public Works Director

RESOLUTION NO. 2017-47

A RESOLUTION, initiating the vacation of a portion of the city right-of-way along Ohme Garden Road.

WHEREAS, Ohme Garden Road is a public city street currently within the municipal boundaries of the City of Wenatchee; and

WHEREAS, Chelan County proposes to construct stormwater treatment facilities designed to reduce impacts to adjacent to public and private lands; and

WHEREAS, Chelan County and Chelan County Fire District No. 1 own property abutting Ohme Garden Road and occupy portions of Ohme Garden Road right-of-way; and

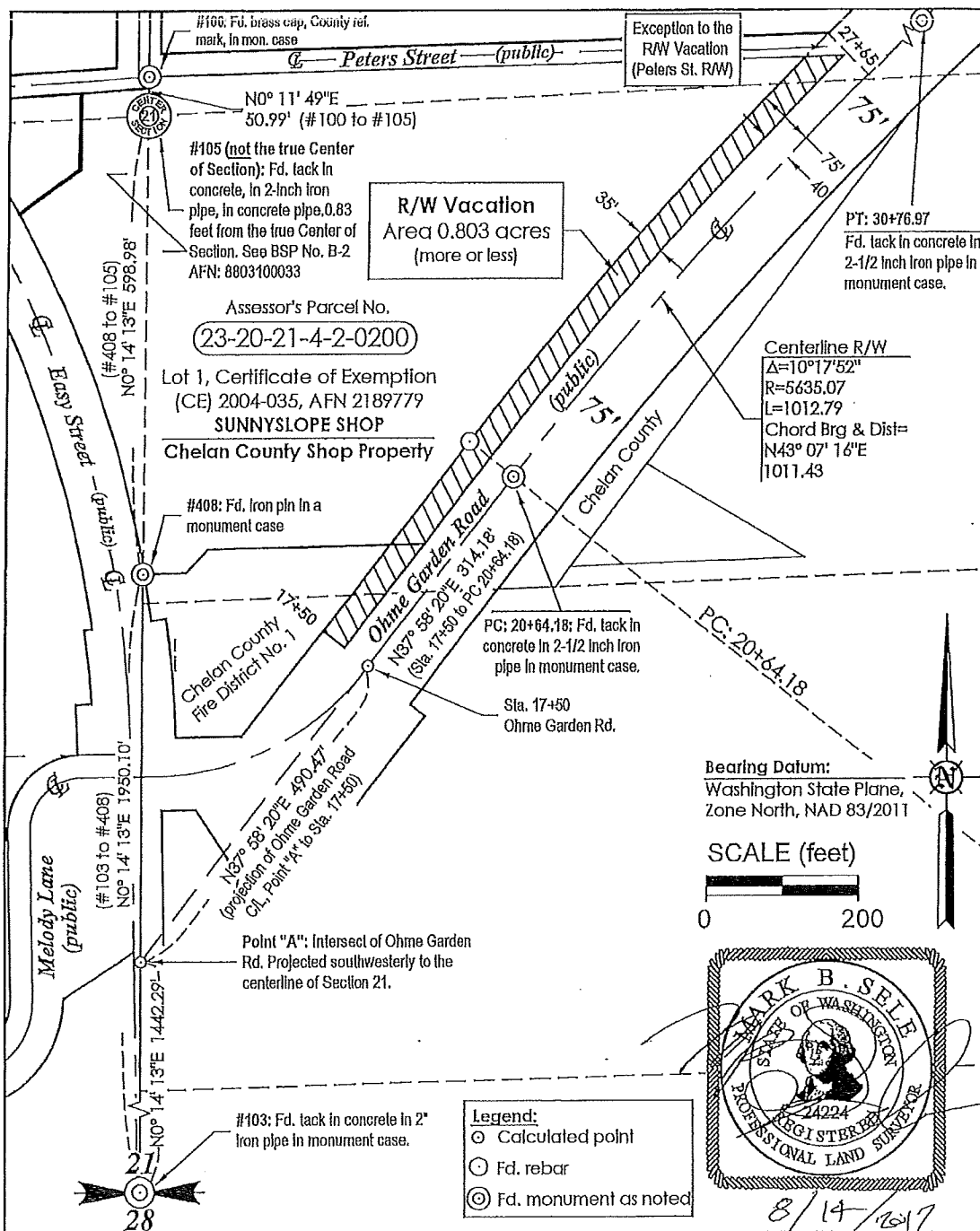
WHEREAS, the Chelan County Public Utility District owns and operates domestic water facilities within the Ohme Garden Road right-of-way; and

WHEREAS, public and private stormwater treatment and conveyance facilities around Ohme Garden Road are unable to adequately protect public and private lands; and

WHEREAS, the stormwater treatment facilities proposed by Chelan County will mitigate excessive runoff from their shop facility; and

WHEREAS, the City of Wenatchee Stormwater Utility has responsibility for the treatment and control of stormwater within the municipal boundaries of the city; and

WHEREAS, the City of Wenatchee pursuant to Chapter 35.79 RCW may initiate by resolution the vacation of any street or alley or any part when it is in the public interest; and



Chelan County
 Public Works Department
 316 Washington Street, Suite 402
 Wenatchee, Washington, 98801
 Phone: (509) 667-6415
 Website: www.co.chelan.wa.us


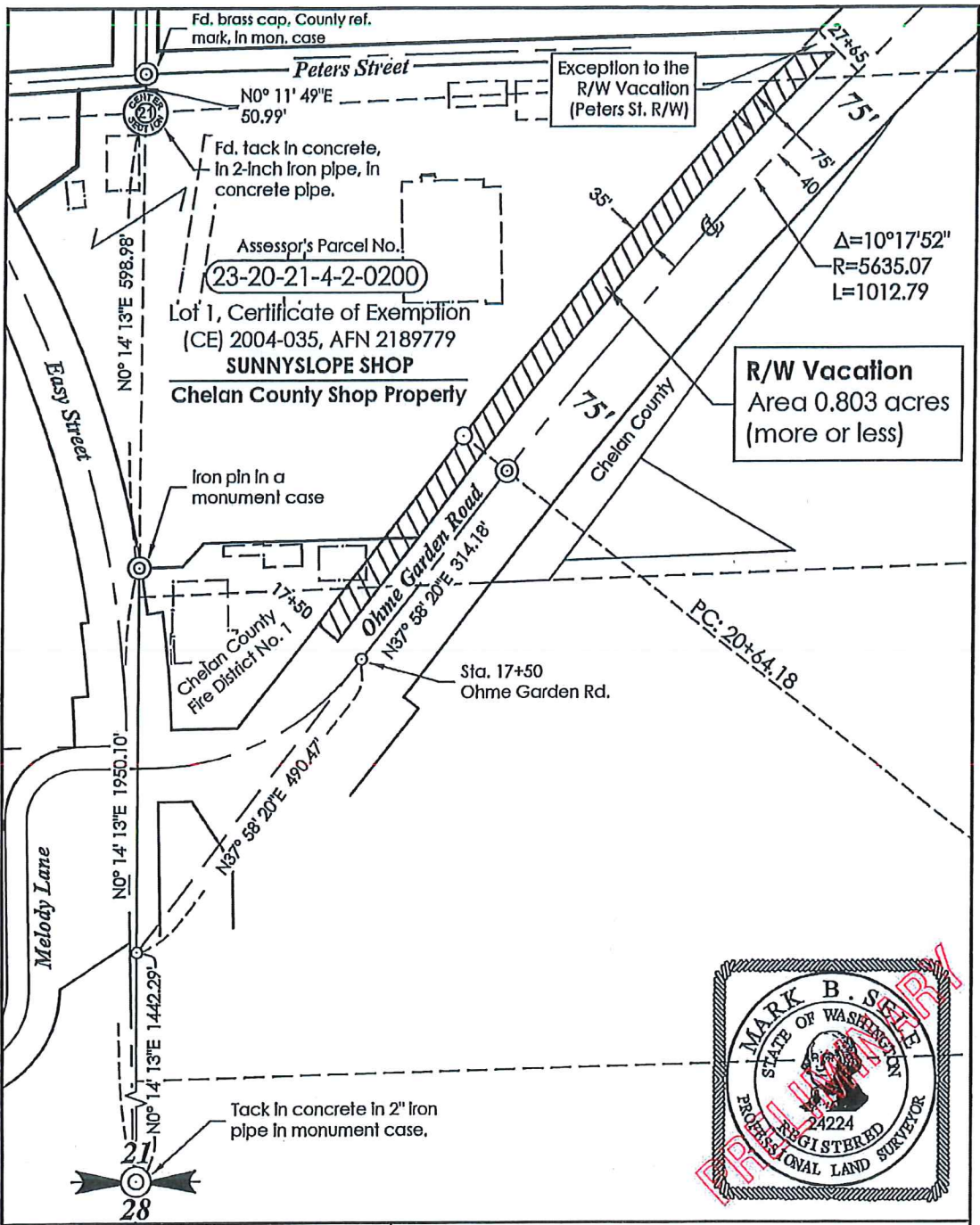


EXHIBIT "A"
R/W Vacation Ohme Garden Road
 SECTION 21, T.23N., R20 E.W.M.



Chelan County
Public Works Department
316 Washington Street, Suite 402
Wenatchee, Washington, 98801
Phone: (509) 667-6415
Website: www.co.chelan.wa.us



EXHIBIT "A"
R/W Vacation Ohme Garden Road
SECTION 21, T.23N., R20 E.W.M.